

**AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE PORTUGUESE REPUBLIC  
CONCERNING  
THE CONTINUATION OF THE COMMISSION FOR EDUCATIONAL  
EXCHANGE BETWEEN THE UNITED STATES OF AMERICA AND  
PORTUGAL**

The United States of America and the Portuguese Republic (hereinafter referred to as “the Parties”),

Consistent with the principles and purposes of the Agreement between the Government of the United States of America and the Government of Portugal for Financing Certain Educational Exchange Programs, signed on March 19, 1960, and amended on December 4, 1963, and September 3, 1982, through exchanges of diplomatic notes;

Desiring to continue programs to promote further mutual understanding between the peoples of the United States of America and the Portuguese Republic through educational and cultural contacts; and

Considering the mutual benefits derived from such programs and the desire of the Parties to cooperate and assist further in the administration of such programs for the further strengthening of international cooperation,

Have agreed as follows:

**PART I. STATUS AND ACTIVITIES OF THE COMMISSION FOR  
EDUCATIONAL EXCHANGE BETWEEN THE UNITED STATES OF  
AMERICA AND PORTUGAL**

**ARTICLE 1**

**LEGAL STATUS OF THE COMMISSION FOR EDUCATIONAL EXCHANGE  
BETWEEN THE UNITED STATES OF AMERICA AND PORTUGAL**

1. The Commission for Educational Exchange between the United States of America and Portugal (hereinafter referred to as “the Portuguese-American Commission for Educational Exchange” or “the Commission”), shall be continued.

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2. The Commission shall enjoy the most extensive legal capacity accorded to legal persons under Portuguese law for the exercise of its functions and the fulfilment of its purposes as set forth in this Agreement, including the capacity to contract, and to acquire and dispose of movable and immovable property.
3. The Parties shall recognize the Commission as an autonomous institution created and established for the implementation of educational and cultural exchange programs based on the provision of assistance and services, such as:
  - a) The provision of financial support to the citizens of the Portuguese Republic and citizens and nationals of the United States of America in the form of scholarships, grants or awards for costs related to travel, tuition, accommodation, or subsistence, and costs related to other forms of exchange activities, subject to prior approval of the Bodies of the Parties responsible for the implementation of this Agreement as identified in Article 13; and
  - b) The provision of educational, research, cultural, informational, student advising, and other services specified by this Agreement.
4. These educational and cultural programs, and the costs of the Commission's operation related to implementation of such programs, shall be financed from funds provided to the Commission in accordance with the provisions of this Agreement.
5. The Commission may undertake efforts in order to obtain funds or in-kind contributions from other sources for funding educational and cultural programs and implementation of such programs.

## **ARTICLE 2**

### **OFFICE OF THE COMMISSION**

The Portuguese Republic shall provide the Commission with office space in a suitable Lisbon location with public access, and shall cover related rent and utilities expenses.

## **ARTICLE 3**

### **ACTIVITIES OF THE COMMISSION**

1. The Commission shall be entitled to conduct the following activities:
  - a) On the basis of the interests and needs of both Parties, plan, adopt, and conduct educational and cultural exchange programs as described in Article 1, paragraph 3, above, by:
    - i) Financing studies, research, instruction and other educational activities:
      - α. Of or for citizens and nationals of the United States of America in the Portuguese Republic, and
      - β. Of or for citizens of the Portuguese Republic in the United States of America;



- ii) Financing visits and interchanges between the Parties of students, research scholars, teachers, instructors, professors, artists, and professionals; and
  - iii) Financing and/or implementing other educational, research, informational, student advising, and other activities.
- b) Submit to the J. William Fulbright Foreign Scholarship Board of the United States of America (hereinafter referred to as the "Fulbright Foreign Scholarship Board") - appointed by the President of the United States of America and with its seat in the United States of America - for approval, students, academic scholars, research scholars, teachers, instructors, artists and professionals who are nominated by the Commission for participation in such programs, as well as proposals by the Commission for participation in such programs of institutions in the Portuguese Republic or in the United States of America.
- c) Recommend to the relevant organizations in the Portuguese Republic candidates who are citizens and nationals of the United States of America for study, research, instruction, and other educational activities in the Portuguese Republic; and nominate to the relevant organizations in the United States candidates who are citizens of the Portuguese Republic for study, research, instruction, and other educational activities in the United States.
2. The Commission shall be entitled to carry out other activities outside the scope of, but consistent with, this Agreement. Such other activities shall be funded from sources other than those provided on the basis of this Agreement, and in particular, any administrative costs incurred for managing such activities shall be similarly funded by such other sources.

## **PART II. BODIES OF THE COMMISSION**

### **ARTICLE 4**

#### **STRUCTURE OF THE COMMISSION**

The Commission shall be composed of a Board of Directors, two Honorary Co-Chairpersons, a Treasurer and Vice-Treasurer, an Executive Director, and staff.

### **ARTICLE 5**

#### **THE BOARD OF DIRECTORS**

1. The Commission shall be governed by a ten-member Board. The Board shall consist of five citizens of the United States of America and five citizens of the Portuguese Republic.
2. The Board members shall be appointed for three-year terms and shall be eligible for reappointment for an additional three years.





3. The meetings of the Board may be held in such other places than in the office of the Commission as the Board may from time to time determine.
4. The functions of the Board shall include:
  - a) Drafting for further approval, by the Bodies of the Parties responsible for the implementation of this Agreement, an annual activities program of the Commission and respective financial contributions;
  - b) Preparing each fiscal year a report of the activities of the Commission, the form and contents of which shall be specified by the Parties, and submit such reports to the Bodies of the Parties responsible for the implementation of this Agreement;
  - c) Submitting each fiscal year the accounts of the Commission to an external audit, whose results shall be submitted to the Bodies of the Parties responsible for the implementation of this Agreement. If so requested by one of the Parties, the Board shall also permit other auditing of its accounts by representatives of either or both Parties;
  - d) Authorizing the disbursement of funds and proposing the making of grants, including payment for transportation, accommodation, food, tuition, maintenance and other expenses incident thereto, namely insurances, if the Fulbright Foreign Scholarship Board approves individual applicants for participation in the Commission's program and of the granting of financial support, subject to the conditions and limitations as set forth herein;
  - e) Launching an open, public competition to select and employ the Executive Director of the Commission and to establish any salaries and benefits to be paid to the Executive Director; and
  - f) Approving any staff to be employed, under proposal by the Executive Director, and further approving any salaries and benefits to be paid to said staff.
5. The Board shall adopt the by-laws and procedural rules of the Commission within six months after the entry into force of the present Agreement, as well as any subsequent amendments thereto.

## **ARTICLE 6**

### **CHAIRPERSON OF THE BOARD OF DIRECTORS**

A Chairperson shall be elected by the Board from its own membership for a period of service of one year, provided that the Chair shall be assumed alternately by a citizen of the United States of America and a citizen of the Portuguese Republic. The Chairperson shall act on behalf of the Board in all matters.

## **ARTICLE 7**

### **TREASURER AND VICE-TREASURER OF THE COMMISSION**

A Treasurer and Vice-Treasurer of the Commission shall be elected by the Board from its own membership, subject to approval or removal by the Board. One of them shall be a citizen of the United States of America and the other a citizen of the Portuguese Republic.



The Treasurer, and in his or her absence the Vice-Treasurer, shall perform financial management duties as designated by the Board.

## **ARTICLE 8**

### **HONORARY CO-CHAIRPERSONS OF THE COMMISSION**

The Chief of the Diplomatic Mission of the United States of America to the Portuguese Republic and a representative of the Portuguese Republic at the ministerial level shall be Honorary Co-Chairpersons of the Commission, entitled to participate in Board meetings as non-voting members. The American Honorary Co-Chairperson shall have the power to appoint and, consistent with Portuguese law, remove, the American members of the Board, two of whom shall be Officers of the United States Foreign Service in the Portuguese Republic. The Portuguese Honorary Co-Chairperson shall have the power to appoint and, consistent with Portuguese law, remove, the Portuguese members of the Board, two of whom shall be governmental representatives of the Portuguese Republic.

## **ARTICLE 9**

### **EXECUTIVE DIRECTOR OF THE COMMISSION**

1. The Board shall appoint an Executive Director pursuant to an open competition as indicated by Article 5, paragraph 4, subparagraph e).
2. The Executive Director shall serve the Board, as determined by the Board in its by-laws and procedural rules, for renewable three-year terms, unless the Board decides otherwise.

## **ARTICLE 10**

### **STAFF OF THE COMMISSION**

As necessary, the Executive Director may select and employ Commission staff, pursuant to a public process and prior Board approval.

## **PART III. OBLIGATIONS OF THE PARTIES**

## **ARTICLE 11**

### **FINANCIAL OBLIGATIONS**

1. The Parties shall make annual allocations of funds or contributions in-kind to the Commission for the purposes of this Agreement, with the understanding that a timely determination of the availability of funds, early in the fiscal year in question, is imperative to meet exchange commitments.
2. The amount of annual allocations by the Parties shall reflect the current economic capacity of the Parties.
3. The Parties shall endeavor to maintain a balance in cost-sharing and financial and in-kind support for the bilateral Fulbright Program.



## **ARTICLE 12**

### **FACILITATING PROGRAM IMPLEMENTATION**

The Parties shall make every effort to facilitate the programs of mutual exchange of persons nominated by the Commission and approved by the Fulbright Foreign Scholarship Board, and to resolve problems that may arise in the operations thereof.

## **PART IV. GENERAL AND FINAL PROVISIONS**

## **ARTICLE 13**

### **BODIES OF THE PARTIES RESPONSIBLE FOR IMPLEMENTATION OF THE AGREEMENT**

The Bodies of the Parties responsible for the implementation of this Agreement are:

- a) For the United States of America, the Department of State; and
- b) For the Portuguese Republic, the Ministry of Education and Science and the Ministry of Foreign Affairs.

## **ARTICLE 14**

### **OPERATION OF LAWS AND REGULATIONS OF THE PARTIES**

This Agreement and activities arising from it shall be performed in accordance with the laws and regulations of both Parties, including those governing the availability of funds.

## **ARTICLE 15**

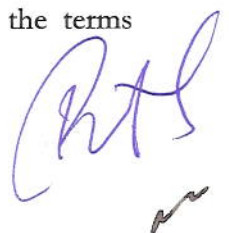
### **SETTLEMENT OF DISPUTES**

Any dispute concerning the interpretation or application of this Agreement shall be settled through negotiation through diplomatic channels.

## **ARTICLE 16**

### **AMENDMENT**

1. This Agreement may be amended at any time by the exchange of diplomatic notes between the Parties.
2. Amendments agreed upon shall enter into force in accordance with the terms specified in Article 18 of this Agreement.





## ARTICLE 17

### DURATION AND TERMINATION

1. This Agreement shall remain in force for ten years and may be renewed upon mutual written consent of the Parties for successive ten-year periods.
2. This Agreement may be terminated by either Party by providing written notification to the other Party, in which case it will terminate on the thirtieth day of the first calendar year following the date of receipt of the termination notice by the other Party.
3. The termination of this Agreement shall not affect the ongoing programs under this Agreement, except as otherwise expressed by both Parties, in writing and through diplomatic channels.
4. In case of termination, any unliquidated funds and property of the Commission shall be returned to the Parties in proportion to their respective contributions or, as agreed by the Parties in writing and through diplomatic channels, may be used for similar purposes.



## ARTICLE 18

### ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of the later note in an exchange of notes between the Parties indicating that each Party has completed its internal procedures for entry into force.
2. Upon its entry into force, this Agreement shall supersede the Agreement between the Government of the United States of America and the Government of Portugal for Financing Certain Educational Exchange Programs, signed in Lisbon, on March 19, 1960.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

DONE at Lisbon, this 11<sup>th</sup> day of February, 2015, in duplicate, in the English and Portuguese languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:  Robert A. Sherman Ambassador of the United States of America	FOR THE PORTUGUESE REPUBLIC:  Nuno Crato Minister of Education and Science
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